

REMARKS

Pending Claims

Claim 39 has been amended to correct an informality. No claims have been added or canceled. Accordingly, claims 37-39 remain pending in this application. Because the amendment to claim 39 merely corrects an informality, Applicant respectfully requests that the amendment be entered under 37 CFR §1.116(b)(2) so as to present the claims in better form for consideration on the appeal.

35 U.S.C. §103

Claims 37-39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Gifford, U.S. Patent No. 5,724,424 (hereafter "Gifford") in view of Aucsmith et al., U.S. Patent No. 5,712,914 (hereafter "Aucsmith"). Applicant respectfully traverses these rejections, and requests reconsideration and withdrawal of the rejections for the following reasons.

Gifford teaches a system for the purchase of goods or information over a computer network. At FIGS. 6 and 12, Gifford teaches a purchase transaction in which a **buyer computer** sends a purchase message 25 to a **merchant computer** (col. 5, line 67, through col. 6, line 2). The merchant computer then attempts to construct a payment order at 26 using information it has gathered about the user (col. 6, lines 3-5). If the merchant computer is able to construct a complete payment order, the payment order is sent to a **payment computer** for authorization (col. 6,

lines 9-11). The payment computer checks the authorization of the payment order, and if the payment system authorizes the request, an authorization message at 29 is returned to the buyer computer, and the merchant computer checks at 30 that the authorization message came from the payment computer using an authenticator mechanism (col. 6, lines 50-56). If the authorization message is valid, the merchant computer performs fulfillment at 30, returning the purchased product in response at 31 (col. 6, lines 56-59 and FIG. 6).

Thus, Gifford fails to teach a separate settlement terminal device, as set forth in Applicant's claims. For example, as noted in Applicant's specification, settlement terminal devices normally exist in locations throughout the country, such as convenience stores, kiosks, bookstores, video rental stores, and other retail stores; they are installed in stores which are convenient for users to make settlements. Normally, point of sale (POS) terminal devices provided in convenience stores and other stores can be used as these settlement terminal devices for making actual payments (see, e.g., Applicant's specification at page 17, line 10, through page 18, line 4).

For example, Applicant's claim 37 includes:

- a settlement terminal device;
- a service provision device;
- an information terminal device; and
- a settlement authentication device.

Gifford, on the other hand, only teaches:

- a buyer computer;
- a merchant computer; and
- a payment computer.

At page 3 of the Office Action, it is asserted that Gifford teaches settling payment at a settlement terminal device (citing FIGS. 6 and 12, col. 6, lines 3-48 and col. 7, lines 50-55). However, as pointed out above, these portions of Gifford merely teach a buyer computer, a merchant computer, and a payment computer. Thus, if Gifford's buyer computer corresponds to Applicant's information terminal device, and Gifford's merchant computer corresponds to Applicant's service provision device, and Gifford's payment computer corresponds to Applicant's settlement authentication device, then Gifford fails to teach any equivalent to Applicant's settlement terminal device. On the other hand, if Gifford's buyer computer corresponds to Applicant's settlement terminal device, then Gifford fails to provide any teaching of a device corresponding to Applicant's information terminal device.

According to Applicant's claims, a choice of specific goods or services is made from an information terminal device, and a method of payment includes a choice of an online slip or an ID number displayed on the information terminal device. The ID number or the slip ID number is transmitted to a settlement authentication device. The slip ID number or the ID number displayed on the information terminal device is then employed at the **at the settlement terminal**

device for making settlement at the settlement terminal device. The settlement terminal device transmits information about the settlement to the settlement authentication device. The settlement authentication device authenticates the settlement, and transmits the settlement result to the service provision device, thereby providing the goods to a user. Gifford fails to teach or suggest such a method or system that includes use of a settlement terminal device, as set forth in Applicant's claims. Further Gifford fails to teach or suggest obtaining an ID number at an information terminal device and then making settlement employing the ID number at a settlement terminal device, as also set forth in Applicant's claims.

Aucsmith fails to make up for the shortcomings in Gifford discussed above. Aucsmith teaches the use of a digital certificate provided by a medium in a transaction system (col. 3, lines 6-8). The transaction system receives the digital certificate, and a certificate application processes the certificate to determine authenticity and perform the transaction (col. 3, lines 15-20). Thus, Aucsmith also fails to teach or suggest a separate settlement terminal device, as claimed in Applicant's claims. Accordingly, claims 37-39 are patentable over Gifford combined with Aucsmith and/or the other art of record, whether taken singly, or in combination.

CONCLUSION

In view of the foregoing, Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Colin D. Barnitz', with a long horizontal flourish extending to the right.

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